

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM562255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Sails Group, LLC		02/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Dr., 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5432437	3DI RAW	
Registration Number:	5429841	NORDAC	
Registration Number:	5370450	NS	
Registration Number:	5370449	NS	
Registration Number:	5117479	3DI RAW	
Registration Number:	5105661	3DI	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.153		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		

OP \$165.00 5432437

DATE SIGNED:	02/14/2020
Total Attachments: 4 source=North Sails - First Amendment to Trademark Security Agreement#page1.tif source=North Sails - First Amendment to Trademark Security Agreement#page2.tif source=North Sails - First Amendment to Trademark Security Agreement#page3.tif source=North Sails - First Amendment to Trademark Security Agreement#page4.tif	

**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT (this "**Amendment**") to that certain Trademark Security Agreement dated as of March 5, 2014 (the "**Trademark Security Agreement**") made as of this 14th day of February, 2020, by North Sails Group, LLC, a Delaware limited liability company ("**Grantor**"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**");

W I T N E S E T H

WHEREAS, Grantor, one or more of their affiliates, Grantee and the lenders identified therein are parties to a certain Second Amended and Restated Credit Agreement dated as of December 17, 2015 (as the same may be amended or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of March 5, 2014 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of the New Trademarks;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Amendment. Schedule 1 to the Trademark Security Agreement is hereby amended to add each of the New Trademarks scheduled on Schedule 1 attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[Signature page follows]

IN WITNESS WHEREOF, Grantor have duly executed this Agreement as of the date first written above.

NORTH SAILS GROUP, LLC

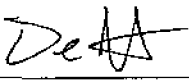
By: 

Name: Alan McKinnon

Its: ~~Director~~ *Authorized Signatory*

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By 
Its _____
Dean Jeffe
Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademarks – North Sails Group, LLC				
CTY	Mark	Reg. No.	Serial No.	Status
US	3DI RAW	5432437	87579114	Registered
US	NORDAC	5429841	87418744	Registered
US	NS	5370450	86620937	Registered
US	NS	5370449	86620870	Registered
US	3DI RAW	5117479	86866039	Registered
US	3DI	5105661	86540071	Registered